

Curatorship Lease

Area:

Property:

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (hereinafter referred to as this 'Leasé'), made this _____ day of _____, 20____, by and between the STATE OF MARYLAND to the use of the DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as the 'Landlord'), and _____ (hereinafter referred to as the 'Tenant'),

WHEREAS, Landlord owns the historic structure and other structures, if any, known as _____ described fully in Exhibit A, attached and incorporated herein (hereinafter the 'Structures'), and deems the preservation of the Structures to be of benefit to the citizens of the State of Maryland; and

WHEREAS, the Structures are deemed to be significant to the heritage of the State of Maryland as stated in Exhibit B, attached and incorporated herein; and

WHEREAS, the Structures are presently in need of significant restoration and Tenant desires to lease the Structures from Landlord in order to restore, rehabilitate, and renovate the Structures pursuant to a Curatorship Gift Agreement ('Curatorship Agreement'), a copy of which is attached and incorporated herein as Exhibit 1; and

WHEREAS, Tenant is qualified to perform the proposed restoration, rehabilitation, renovation, and maintenance as shown on Tenant resume(s) attached and incorporated herein as Exhibit C, and is financially able to undertake the restoration, rehabilitation, renovation, and maintenance as shown by the financial statement attached and incorporated herein as Exhibit D; and

WHEREAS, Landlord and Tenant hereby agree that Tenant will restore, renovate, rehabilitate, and maintain the Structures and leased premises as hereinafter defined following and in compliance with the terms and conditions of this lease as hereinafter set forth.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual entry into this Lease by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, in its "**AS IS**" condition, all of that real property, situate and lying in _____ County, Maryland, which consists of approximately _____± acres of land as shown on a plat attached hereto as Exhibit A including the Structures (the real property and Structures are hereinafter collectively referred to as the 'Premises'), being a portion of a tract of land (the real property and Structures are hereinafter collectively referred to as the 'Premises') described in a deed dated _____, from _____ to Landlord and recorded in the Land Records of _____ County, Maryland in Liber _____, folio _____. This Lease does not convey to Tenant any interest in or to any mineral rights.

Boundary Description..

SUBJECT TO THE OPERATION AND EFFECT of any and all instruments and matters of record or in fact,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Term.

1.1. Length.

This Lease shall be for a term (the "Term") beginning the later date of (a) the date this Lease is approved and executed by the State of Maryland Board of Public Works, or (b) _____ (the "Commencement Date") and terminating on _____ (the "Termination Date"). [The death of the last survivor of the Tenant]

1.1.1. Confirmation of commencement and termination. Landlord and Tenant shall, at the request of either party, confirm, in writing, that, such commencement or such termination has occurred, setting forth therein the Commencement Date and the Termination Date.

1.2. Surrender. Tenant shall at its expense, at the expiration of the Term or any earlier termination of this Lease, (a) promptly surrender to Landlord possession of the Premises (including any fixtures or other improvements which, under the provisions of Section 5, are owned by Landlord) in good order and repair (ordinary wear and tear excepted) and broom clean, (b) remove therefrom the Tenant's signs, goods and effects and any machinery, trade fixtures and equipment which are used in conducting Tenant's trade or business and are not owned by Landlord, and (c) repair, to Landlord's satisfaction, any damage to the Premises or the property caused by such removal.

Section 2. Rent.

2.1. Amount. As rent for the Premises (all of which is hereinafter referred to collectively as "Rent"), Tenant shall pay to Landlord all of the following:

2.1.1. Annual Rent. An annual rent (hereinafter referred to as the "Annual Rent") equal to One Dollars (\$1.00) per Year.

(a) [add rental amount if rent to be assessed during any portion of the Term of the Lease].

2.1.2. Sublease Rent. A sublease rent (hereinafter referred to as the "Sublease Rent") equal to 10% of the gross rent paid by the subtenant to the tenant.

2.1.3. Additional Rent. Additional rent (hereinafter referred to as "Additional Rent") in the amount of any payment referred to as such in any provision of this Lease which accrues while this Lease is in effect (which Additional Rent shall include any and all charges or other amounts which Tenant is obligated to pay under any of the provisions of this Lease, other than the Annual Rent).

2.2. When due and payable.

2.2.1. The Annual Rent shall be due and payable in one (1) installment which shall equal the sum of _____ Dollars (\$_____) per month, in advance, on the first (1st) day of each calendar month during each year of the term. The Sublease Rent, if any, shall be due and payable in twelve (12) consecutive, equal monthly installments which shall equal 10% of the gross rent paid by the subtenant to the tenant.

2.2.2. Each payment of Rent shall be made promptly when due, without any deduction or setoff whatsoever, and without demand. Any such payment which is less than the amount of Rent then due shall constitute a payment made on account thereof, the parties hereto hereby agreeing that Landlord's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or Landlord's acceptance thereof constitutes payment in full of the amount of Rent then due) shall not alter or impair Landlord's rights hereunder to be paid all of such amount then due, or in any other respect.

2.3. Where payable. Tenant shall pay the Rent, in lawful currency of the United States of America, to Landlord at the following address: _____

States of America, to Landlord by delivering or mailing it to Department of Natural Resources, Accounting Division, Tawes State Office Building B-4, 580 Taylor Avenue, Annapolis, Maryland 21401, or to such other address or in such other manner as Landlord from time to time specifies by written notice to Tenant.

Section 3. Use of Premises.

3.1. Tenant shall occupy and use the Premises for and only for the restoration, rehabilitation, renovation, maintenance and use of the Premises and, in particular, the Structures, as a single family residence: (i) following and in compliance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (as may be amended from time to time by the Secretary of the Interior) and summarized in Exhibit E as interpreted by Landlord and (ii) under the terms and conditions of this Lease.

3.2. In its use of the Premises, Tenant will not perform (nor permit to be performed) on any portion of said Premises, any illegal, immoral or objectionable act or acts, nor will it perform (nor permit to be performed) anything in or about the Premises which would contravene a policy of insurance against loss by fire, which insurance Landlord may, but is not required, to maintain.

3.3. Permits, Licenses and Compliance with Legal Requirements.

Tenant's use and occupancy of the Leased Premises shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations, including all applicable regulations and policies promulgated by the State of Maryland, Department of Natural Resources. Tenant shall be responsible for obtaining all permits, licenses, inspections and approvals required for its use and occupancy of the Premises, and shall deliver to Landlord copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. Tenant shall be responsible for and assume all liability in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval.

3.4. Public Access.

Tenant shall open the Premises to the public up to three days each year, as arranged in cooperation with Landlord, once the restoration, rehabilitation and renovation have been completed.

3.5. Tenant acknowledges that the property surrounding the Premises, as state park lands and/or public lands, may be open for public recreational use, subject to rules and regulations imposed by Landlord, and that the property surrounding the Premises is subject to future facility development for recreational or other use by the public. Tenant also acknowledges that Landlord, its employees, agents, contractors, tenants, subtenants, licensees, and invitees (including but not limited to the general public) reserves the right to enter and use the existing roads, trails and paths, if any, which lie within the Premises for ingress and egress to other portions of the Park or lands of Landlord, and in addition Landlord reserves the right to reasonably relocate any such roads, trails or paths to another reasonable location on the Premises.

3.6. Tenant agrees that there shall be no hunting of any kind on the Premises by Tenant or guests or invitees of Tenant unless the following two (2) conditions are met: A crop Damage Permit is issued by the Department's Regional Wildlife Manager for the region in which the Premises are located; and the Area Manager for the land unit on which the Premises are located gives written permission, which permission can be granted or withheld at the Area Manager's sole discretion.

Section 4. Insurance and indemnification.

4.1. Insurance to be maintained by Tenant.

4.1.1. Tenant shall maintain at its expense, throughout the Term, (a) insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises or arising out of the use thereof by Tenant or its agents, employees, officers, subtenants, invitees, visitors and guests, under one or more policies of Commercial General Liability insurance having such limits as to each as are reasonably required by Landlord from time to time, but in any event of not less than a minimum coverage of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, and shall contain broad form CGL Endorsement or its equivalent and (b) workers compensation insurance as may be required by applicable law. Tenant may also maintain, at its own expense throughout the Term, all risk or fire and extended coverage insurance covering all improvements to the Premises, including fixtures, equipment and personal property at full replacement value and, coverage for relocation expenses in the event of a fire or other casualty which renders the Premises uninhabitable. Each such policy shall (a) name as insureds thereunder the State of Maryland and the Department of Natural Resources and Tenant, (b) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by Landlord or its successors and assigns, (c) by its terms, provide Landlord with thirty (30) days prior written notice before cancellation, non-renewal, or material change to a policy, and (d) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland. Tenant shall obtain from its insurer and deliver to Landlord an endorsement to Tenant's policy to evidence that Landlord is named as an additional insured and will be given thirty (30) days notice prior to cancellation, non-renewal, or material change to the policy.

4.1.2. (a) At least five (5) days before the Commencement Date, Tenant shall deliver to Landlord an original or a signed duplicate copy of each such policy (or at Landlord's option, a certificate thereof), and (b) at least thirty (30) days before any such policy expires, Tenant shall deliver to Landlord an original or a signed duplicate copy of a replacement policy thereof (or at Landlord's option, a certificate thereof). In the event Tenant fails to pay any insurance premium when due, Landlord shall have the option but not the obligation of paying such insurance premiums on behalf of Tenant and, Tenant shall immediately, upon demand, repay such sum to Landlord as Additional Rent.

4.2. Indemnification of Landlord. Tenant shall be responsible for, and shall defend, indemnify and hold harmless the State of Maryland and the Department of Natural Resources, and its members, officers, agents, and employees against and from, any and all liability or claim of liability for personal injury, death or property damage (including reasonable attorneys' fees) arising out of the use, occupancy, conduct, operation or management of the Premises during the Term by Tenant or its agents, contractors, servants, employees, subtenants, licensees, or invitees including but not limited to: (a) any breach or default by Tenant in performing any of their obligations under the provisions of this Lease or applicable law, or (b) any negligent or intentionally tortious act or omission. Tenant agrees that indemnification as described in this section shall further mean and include indemnification of any injury or harm occurring as a result of Tenant's use and occupancy of the Premises pursuant to this Lease Agreement, even if the injury does not become apparent or does not manifest until after expiration of this Lease.

4.3. Immunity. Nothing in this Section 4 shall constitute a waiver of any immunity which Landlord may be entitled to under the laws of the State of Maryland, as they may be amended from time to time.

Section 5. Improvements to Premises.

5.1. General. Tenant shall not make any alteration, addition or improvement to the Premises, nor raze any improvement, without first obtaining Landlord's written consent thereto, (which consent shall not be unreasonably withheld) except that Landlord has given its prior approval for the repairs and improvements listed in Section 5.2 below. The following procedures shall be utilized by Tenant to invoke Landlord's approval process required by this Section 5.1.

When Tenant desires to make minor alterations, improvements or additions to the Premises which will cause no disturbance to the existing conditions of the land (e.g., planting of small shrubs, trees, flowers, vegetables, but no significant earth moving), Tenant shall submit a detailed written request for approval to the Supervisor of Cultural Resources Management with a copy to the Area Manager at the notice addresses set forth in Section 12 of this Lease. The Supervisor of Cultural Resources Management will use reasonable efforts to communicate Landlord's decision to Tenant within twenty (20) working days after receipt of a complete written proposal from Tenant.

When Tenant desires to make alterations, improvements or additions to the Premises which entail a change in land use or cause a disturbance to the existing conditions of the land (e.g., new construction, grading, excavation, clearing or planting of trees, planting of non-invasive vegetation, etc.), Tenant shall submit a detailed written request for approval to the Assistant Secretary of Land and Water Conservation at the notice address set forth in Section 12, with a copy to the Area Manager. A request which involves disturbance to the existing conditions of the land shall require: (i) an internal environmental review by appropriate units of the Department of Natural Resources before Landlord approval can be given; and (ii) the approval of the Office of Archaeology, Maryland Historical Trust, ('Office'), provided that any such requirements of the Office are sent by the Office within twenty one (21) calendar days from the date the Office first receives a written request from the Curators. In instances when environmental review is required, Landlord will use reasonable effort to communicate its decision to Tenant within 60 days of receipt of a complete proposal. In the event the request involves a change in land use Landlord will need to obtain Clearinghouse Approval which requires input from other State agencies and is coordinated by the Maryland Office of Planning. Landlord will be diligent in receiving approval from the Clearinghouse Review but cannot commit to the timing of receipt of such approval.

If Landlord consents to any such proposed alteration, addition, improvement or razing, it shall be made at Tenant's sole expense (and Tenant shall hold Landlord harmless from any cost incurred on account thereof), and at such time and in such manner so as not to unreasonably interfere with the use and enjoyment of the remainder of the Premises by any tenant thereof or other person. Any improvements made to the Premises by Tenant shall be made only in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances, and plans and specifications approved in advance by Landlord.

5.2. Approved and Required Renovations, Repairs, and Improvements.

5.2.1. The Schedule of Restoration Work and Estimated Costs is attached hereto and incorporated herein by reference as Exhibit F. These renovations, repairs, improvements and other restoration work (the 'Work') are pre-approved and are not subject to the requirements of section 5.1. However, Tenant also agrees to and shall complete the Work by the deadlines set forth in Exhibit F in a quality suitable as a single family residence and meeting the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as interpreted by Landlord.

5.2.2 Tenant shall thoroughly document all of its restoration, rehabilitation and renovation work with photographs or video records. Prior to the commencement of any phase of restoration or renovation work as set out in Exhibit F, and again upon completion of that work, Tenant shall photograph or otherwise visually record the area to be worked on. At a minimum, Tenant shall take ten (10) photographs/slides every six months to document the condition of the Premises. Tenant shall provide the Supervisor with copies of the photographs/ slides at Tenant's expense upon request. The first such record shall be made within one month of the Commencement Date.

5.2.3. Tenant accepts the complete Premises which includes the Structures in an "as-is" condition. Tenant acknowledges that restoration, rehabilitation, renovation, and maintenance of the Structures may result in exposure to harmful and toxic substances. Such

substances may include, but are not necessarily limited to, the following: lead, asbestos, alkali, methylene chloride, mineral spirits, turpentine, methanol, benzene, toluene, epoxies, paraffin, pentachlorophenol, creosote, chromated copper arsenate, and wood dust. Tenant shall bear sole responsibility for the mitigation of all harmful and toxic substances on the Premises according to currently acceptable standards including those standards (if any) as promulgated by Federal, State or local authorities, including, but not limited to, the Code of Maryland Regulations (COMAR 26.02.07, Procedures for Abating Lead Containing Substances from Buildings). Tenant shall hold the State, DNR, its officers, agents, representatives, contractors of Tenant, subcontractors, and all other third parties, harmless from any claims by themselves, their family, personal guests, invitees or licensees, for any damage to person or property resulting from any defect or condition in or about the Premises.

5.3. Fixtures. Any and all improvements, repairs, alterations and all other property attached to or otherwise installed as a fixture within the Premises by Landlord or Tenant shall, immediately upon the completion of their installation, become Landlord's property without payment therefore by Landlord, except that any machinery, equipment or fixtures installed by Tenant at no expense to Landlord and used in the conduct of Tenant's trade or business (rather than to service the Premises generally) shall remain the Tenant's property, and shall be removed by Tenant at the end of the Term (and any damage to the Premises caused by such removal shall be repaired to Landlord's satisfaction at Tenant's expense).

5.4. Construction Requirements. Tenant shall not be authorized to commence excavation or construction of any improvements on the Premises, until Tenant has satisfied the following requirements:

- (a) approval of final plans and specifications for the improvements by Landlord, which approval shall not be unreasonably withheld;
- (b) evidence of compliance with all applicable local and state building codes and copies of all necessary permits;
- (c) certificates of insurance required to be maintained under Section 4 of this Lease.

5.5. Mechanics Liens. Tenant has no authority, express or implied to encumber the Premises or take any action resulting in a lien being placed on the Premises. Tenant acknowledges that pursuant to State Law a mechanic's lien may not be filed against State Property. Notwithstanding the foregoing, if a mechanic's lien is wrongfully placed on the property Tenant shall (a) immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialmens' or other lien filed or claimed against any or all of the Premises or the Improvements, by reason of labor or materials provided for or about any or all of the Premises, or the improvements during the Term or otherwise arising out of Tenant's use or occupancy of any or all of the Premises, the improvements, and (b) defend, indemnify and hold harmless Landlord against and from any and all liability, claim of liability or expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees) incurred by Landlord on account of any such lien or claim.

If Tenant fails to discharge any such lien within fifteen (15) days after it first becomes effective against any of the Premises, then, in addition to any other right or remedy held by Landlord on account thereof, Landlord may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings, and/or (b) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgement in favor of the lienor with interest, costs and allowances. Tenant shall reimburse Landlord for any amount paid by Landlord to discharge any such lien and all expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of twenty percent (20%) per annum from the respective dates of Landlord's making such payments for incurring such expenses (all of which shall constitute Additional Rent).

Nothing in the provisions of this Lease shall be deemed in any way (a) to constitute Landlord's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Property, or (b) to give Tenant any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialmen's lien against any or all of the Property or Landlord's estate or interest therein, or (c) to evidence Landlord's consent that the Property be subjected to any such lien.

Section 6. Maintenance and services.

6.1. Maintenance by Tenant. Tenant shall maintain the Premises in a neat and orderly condition. Tenant shall maintain the structural and nonstructural parts of the interior of the Premises including by way of example rather than limitation, ceilings, roofs, doors, windows, interior and exterior walls, electrical and plumbing fixtures. Tenant shall also maintain all grounds in good repair and condition, using Best Management Practices and shall provide security necessary to keep the Premises in a safe and usable condition. In no way shall such maintenance requirements be permitted to override the obligations of Section 5.1, if applicable, and the obligation to maintain the Structures in a quality suitable as a single family residence and meeting The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as interpreted by the Landlord.

6.2. Public Utility Charges. Tenant shall pay all charges for electricity, gas, heat, water and telephone or other communication services used, and other services rendered or supplied, upon or in connection with the Premises and all other charges and expenses assessed against the Premises, and shall indemnify and hold harmless Landlord against and from any liability therefore.

Section 7. Landlord's right of entry.

7.1. General. Landlord and its agents shall be entitled to enter the Premises at all reasonable times (a) to inspect the Premises, (b) to make any alteration, improvement or repair to the Premises or, (c) for any other purpose relating to the operation or maintenance of the Premises, and (d) for fulfilling any other duties or obligations which Landlord has as an agency of the State of Maryland.

Section 8. Fire and other casualties.

8.1. Destruction of the Premises.

[Use this clause if Tenant is required to insure premises against casualty loss]
In case of any damage to or destruction of the Premises or any part thereof, Tenant, at its sole cost and expense, shall promptly commence and complete the restoration, replacement or rebuilding of the Premises as nearly as possible to its value, condition and character immediately prior to the damage or destruction. Provided, however, that if such damage or destruction occurs during the last year of the Term, or if seventy-five percent (75%) or more of the Premises is destroyed, Tenant shall have the option to terminate this Lease. If Tenant elects to terminate this Lease as provided in this Section 8.1.1., Tenant shall pay to Landlord all proceeds from insurance collected on account of such casualty. Notwithstanding any provision to the contrary herein contained, as long as Tenant maintains insurance as required by Section 4 of this Lease, Tenant's obligation to repair or restore the Premises shall be limited to the amount of such insurance proceeds received for such repair and restoration.

[Use this clause if Tenant is not required to insure premises from casualty loss] If during the Term the Premises is damaged by fire or other casualty, Landlord shall have the option, in its sole discretion to (a) proceed to restore and rebuild the Premises, only to the extent of insurance proceeds, if any, received by Landlord from the State Insurance Program, or (b) elect to terminate this Lease as of the date of this casualty.

In the event Landlord terminates this Lease, (a) Tenant shall pay to Landlord the Annual Rent and any Additional Rent payable by Tenant hereunder and accrued through the date of such termination, (b) Landlord shall repay to Tenant any and all prepaid Rent for periods beyond such termination, and (c) Landlord may enter upon and repossess the Premises without further notice.

8.2. Tenant's negligence. Anything contained in any provision of this Lease to the contrary notwithstanding, if any such damage to the Premises is caused by or result from the negligent or intentionally tortious act or omission of Tenant, those claiming under Tenant or any of its officers, employees, agents or invitees, Tenant shall pay to Landlord upon demand, as Additional Rent, the cost of (a) any repairs and restoration made or to be made as a result of such damage, or (b) (if Landlord elects not to restore the Premises) any damage or loss which Landlord incurs as a result of such damage.

Section 9. Condemnation.

9.1. Substantial Condemnation. If all or substantially all of the Premises are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of such taking (each of which is herein referred to as a 'Condemnation'), this Lease shall terminate on the date (hereinafter referred to as the "Vesting Date") on which the title to so much of the Premises as is the subject of such Condemnation vests in the condemning authority.

9.2. Less than substantial Condemnation. If less than substantially all of the Premises is taken, as aforesaid,

9.2.1. this Lease shall continue in full force and effect unless Tenant (a) reasonably determines that its ability to use and occupy the Premises, in substantially the same manner as contemplated in this Lease, has been and will continue to be substantially impaired after such Condemnation, and (b) notifies Landlord thereof within thirty (30) days after the Vesting Date, in which event this Lease shall terminate on the date set forth in such notice (which date shall be at least thirty (30) days and not more than ninety (90) days after the date on which such notice is given);

9.2.2. if this Lease is not terminated pursuant to the foregoing provisions of this subsection, the Annual Rent and Sublease Rent (and each installment thereof) shall be abated from the Vesting date through the Termination Date in proportion to the reduction, if any, of the fair market rental value of Tenant's leasehold estate hereunder immediately before such Condemnation to its fair market rental value immediately thereafter (in each case assuming that such rental would be upon the terms and subject to the conditions set forth in the provisions of this Lease).

9.3. Condemnation Proceeds. Any proceeds from an award of damages given in connection with a condemnation shall become the sole property of and shall be paid directly to Landlord, except for that portion of the award (if any) given specifically as relocation expenses for Tenant.

Section 10. Assignment and subletting.

10.1. General. Landlord's Fee Simple interest in the Premises may not be encumbered or subordinated by operation of this Lease or by any action taken by Tenant.

10.2. Tenant hereby acknowledges and agrees for itself and its successors and assigns in interest hereunder that it will not (a) assign this Lease or any of its rights under this Lease, as to all or any portion of the Premises or otherwise, or (b) make or permit any voluntary or involuntary total or partial sale, lease, sublease, assignment, conveyance, license, mortgage, Curatorship Lease - Part 2 - 2005.rtf

pledge, encumbrance or other transfer of any or all of the Premises or the occupancy or use of any or all of the Premises (each of which is hereinafter referred to as a "Transfer") without first obtaining the express written consent thereto by Landlord and the State of Maryland Board of Public Works (which consent shall not constitute a consent to any subsequent such Transfer, whether by the person hereinabove named as "Tenant" or by any such transferee). Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same. No Transfer made with or without Landlord's consent shall alter or impair the obligations of Tenant hereunder before such Transfer. Tenant shall only be released from its obligations hereunder upon a Transfer approved by Landlord and only if Tenant's assignee agrees in writing to assume all of Tenant's obligations hereunder.

10.3. In addition to the requirements of section 10.2, Tenant shall not assign or sublease its interest prior to compliance with all laws applicable to landlords, including, but not limited to, State lead paint laws. Tenant shall thereafter fully comply with any such laws and any others that become effective after the assignment or sublease.

Section 11. Default.

11.1. Definition. It shall be an event of default ("Event of Default") if Tenant fails (a) to pay any Annual Rent, Additional Rent or other sum which it is obligated to pay by any provision of this Lease, when and as due and payable hereunder and without demand therefore, (b) to comply with the restoration schedule as outlined in Exhibit F, (c) to perform any of its other obligations under the provisions of this Lease, or (d) to comply with the terms of the Curatorship Agreement.

11.2. Notice to Tenant; grace period. Anything contained in the provisions of this Section to the contrary notwithstanding, on the occurrence of an Event of Default Landlord shall not exercise any right or remedy on account thereof which it holds under any provision of this Lease or applicable law unless and until

11.2.1. Landlord has given written notice thereof to Tenant, and

11.2.2. Tenant has failed, (a) if such Event of Default consists of a failure to pay money, within fifteen (15) days after Landlord gives such written notice to pay all of such money, or (b) if such Event of Default consists of something other than a failure to pay money, within thirty (30) days after Landlord gives such written notice to cure such Event of Default (or, if such Event of Default is not reasonably curable within such period of thirty (30) days, to begin to cure such Event of Default within such thirty (30) day period and to diligently pursue such cure thereafter until it is fully cured).

11.2.3. Notwithstanding the foregoing, no such notice of default shall be required to be given, and (even if Landlord gives such notice) Tenant shall be entitled to no such grace period, (i) in any emergency situation in which, in Landlord's reasonable judgment, it is necessary for Landlord to act to cure such Event of Default without giving such notice, or (ii) more than twice during any twelve (12) month period (regardless of whether the current Event of Default is the same as any previous Event of Default for which a notice was given).

11.3. Landlord's rights on Event of Default.

11.3.1. On the occurrence of any Event of Default, Landlord may (subject to the operation and effect of the provisions of subsection 11.2.)

(a) terminate this Lease by giving written notice of such termination to Tenant, which termination shall be effective as of the date of such notice or any later date therefore specified by Landlord therein and upon such termination repossess the Premises in accordance with the requirements of applicable law; and/or

(b) cure such Event of Default in any other manner; and/or

(c) pursue any combination of such remedies and/or any other right of remedy available to Landlord on account of such Event of Default under this Lease and/or at law or in equity.

Nothing herein contained shall limit or prejudice Landlord's right to damages, by reason of such termination.

11.3.2. On the occurrence of an Event of Default, Tenant shall, immediately on its receipt of a written demand therefore from Landlord, pay to Landlord, as Additional Rent, an amount sufficient to reimburse Landlord for (a) all expenses (including, by way of example rather than of limitation, any and all repossession costs, management expenses, operating expenses, legal expenses and attorneys' fees) incurred by Landlord (i) in curing or seeking to cure any Event of Default and/or (ii) in exercising or seeking to exercise any of Landlord's rights and remedies under the provisions of this Lease and/or at law or in equity on account of any Event of Default, and/or (iii) otherwise arising out of any Event of Default.

Section 12. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) given in writing, and (b) deemed to have been given (i) forty-eight (48) hours after being sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, if to Landlord: Department of Natural Resources, Assistant Secretary, Land and Water Conservation Service, c/o Land and Property Management, 580 Taylor Avenue, Section E-4, Annapolis, Maryland 21401; if to the Manager of Historic Preservation Services: Department of Natural Resources, Manager of Historic Preservation Services, c/o Land and Property Management, 580 Taylor Avenue, Section E-4, Annapolis, Maryland 21401 and if to Tenant: (_____), and if to the Area Manager: (_____), or to such other address in the United States of America as such party may designate from time to time by notice to the other, or (ii) (if such party's receipt thereof is acknowledged in writing) upon its hand or other delivery to such party.

Section 13. Taxes.

13.1. Tenant shall pay promptly when due, all taxes assessed in connection with Tenant's use and occupancy of the Premises, including but not limited to, federal and state income taxes, retail sales taxes, employment taxes, and Real Property taxes assessed against the Premises pursuant to Section 6-102(e) of the Tax Property Article of the Annotated Code of Maryland (1988 volume, as amended from time to time).

13.2. Tenant understands that Landlord has not made any assertions or representations as to the tax treatment which their work will receive from the federal, state, or local authorities.

Section 14. General.

14.1. Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto, and upon receipt of approval and execution by the State of Maryland Board of Public Works.

14.2. Complete understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in the provisions of this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease which is not set forth herein.

14.3. Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

14.4. Applicable law. The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereto expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

14.5. Waiver. Landlord shall not be deemed to have waived the exercise of any right it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by Landlord in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

14.6. Severability. No determination by any court, governmental body or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

14.7. Non Discrimination. Tenant under the provisions of Title VII of the Civil Rights Act of 1964 agrees not to discriminate against any employee or applicant for employment because of sex, race, age, creed, color, religious affiliation, mental or physical disability, national origin, ancestry or marital status. Tenant further agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the above agreement not to discriminate. Tenant will not discriminate in the conduct and operation of its business in the leased premises against any person or group of persons because of sex, race, age, creed, color, religious affiliation, mental or physical disability, national origin, ancestry or marital status.

14.8. Sufficient Appropriations. Landlord's financial obligations, if any, under this Lease are contingent upon sufficient appropriations made by the State of Maryland for the performance of this Lease by Landlord.

14.9. Certificate of Corporation. **[remove if individual]** Tenant hereby certifies that it is a [domestic] [foreign] corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good standing and has filed all its annual reports with the State of Maryland Department of Assessments and Taxation.

Tenant further certifies that as of the date of this Lease, the Corporation has paid all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and Employment Security Administration and paid all withholding Taxes due to the State of Maryland.

14.10. Recordation. In the event either party desires to have this Lease recorded in the County in which the Premises is located, the party requesting such recordation will be liable to pay any and all transfer taxes or recordation taxes. In the event this Lease is recorded, Tenant agrees upon termination of this Lease to deliver to Landlord a release document in recordable form

14.11. No Contingent Fees. Tenant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Tenant, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease.

14.12. Political Contribution Disclosure. Tenant shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during a 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least One Hundred Thousand (\$100,000) Dollars or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of Five Hundred (\$500) Dollars made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after the sale, purchase, or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

14.13. Advertising. Tenant must specifically name the Department of Natural Resources on all signs and other forms of advertising including, but not limited to, newspaper/magazine advertisements, horse show/trail programs/class lists, etc.,. Any and all signs must be approved, in advance, by Landlord.

14.14. Compliance. In its use and occupancy of the Premises, Tenant shall, in all respects, be solely responsible, financially and/or otherwise, for full and complete compliance with (a) the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4; (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals, as (a), (b), and (c) may be amended from time to time.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Lease or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

LANDLORD:
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

BY: _____(SEAL)
Stephen S. Hershey, Jr.
Assistant Secretary

WITNESS:

TENANT:

BY: _____(SEAL)
Name
Title

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

BY: _____(SEAL)
Robert L. Ehrlich, Jr.
Governor

WITNESS:

Sheila McDonald
Secretary, Board of
Public Works

BY: _____(SEAL)
William Donald Schaefer
Comptroller

BY: _____(SEAL)
Nancy K. Kopp
Treasurer

Approved as to legal form
and sufficiency this _____
day of _____, 20____.

Assistant Attorney General

This Lease Agreement was approved by the Maryland Board of Public Works on
_____ as Item _____.

[GUARANTY OF LEASE

TO INDUCE LANDLORD to enter into the foregoing Lease, _____,
who is a principal of Tenant named therein, hereby joins in the execution of this Lease for the
sole purpose of guaranteeing to Landlord Tenant's full and timely performance of its obligations
thereunder, to the same end and extent as if the undersigned were named as the "Tenant" therein.

WITNESS:

_____ (SEAL)]

State of Maryland
County of Anne Arundel

On this the _____ day of _____, 20____, before me, the
undersigned officer, personally appeared Stephen S. Hershey, Jr., Assistant Secretary,
Department of Natural Resources of the State of Maryland, known to me (or satisfactorily
proven) to be the person described in the foregoing instrument, and acknowledged that, being
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authorized so to do, executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public
Commission expires _____

(a) By individual:

State of _____
County of _____

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public
My Commission expires _____

(b) By a corporation:

State of _____
County of _____

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the [President/Vice President] of [name of corporation], a corporation, and that he, as such [President/Vice President], being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as [President/Vice President].

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public
Commission expires _____

(c) By any public officer of deputy thereof; or by any trustee, administrator, guardian, or executor:

State of _____
County of _____

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, of the [State, County or city, as the case may be] of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

State of Maryland
County of Anne Arundel

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared Robert L. Ehrlich, Jr. Governor, a member of the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

State of Maryland
County of Anne Arundel

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared William Donald Schaefer, Comptroller, a member of the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

State of Maryland
County of Anne Arundel

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared Nancy K. Kopp, Treasurer, a member of the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

Commission expires _____